

**PASSAGES DENTAL CHAIR
COR-NRMOU-2022-0439-HSB**

THIS MOU is entered into by and between the State of Montana, **Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301 and (406) 444-3930, and **Alternatives, Inc**, whose address, and phone number are 1001 South 27th Street, Billings, MT 59101, (406) 294-9609.

MONTANA DEPARTMENT OF CORRECTIONS HEREINAFTER REFERRED TO AS “STATE” AND ALTERNATIVES, INC. HEREINAFTER REFERRED TO AS “ALTERNATIVES”, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU) AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

1. EFFECTIVE DATE, DURATION AND RENEWAL

This Memorandum of Understanding (MOU) shall take effect May 1, 2022 through April 30, 2023, unless terminated earlier in accordance with the terms of this MOU. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed in one (1)-year intervals, or any interval that is advantageous to the State. The MOU including any renewals, may not exceed a total of seven (7) years.

2. DUTIES/RESPONSIBILITIES OF PARTIES

2.1 . State will provide a dentist chair to be located at the Passages facility. This dental chair is the sole property of the State and shall be returned to the State upon the conclusion of this agreement. State is responsible for maintenance of the dentist chair.

2.2 . Dental services will be provided exclusively to female Culinary Arts Program participants, female Inmate Workers, and females in the Passages Alcohol and Drug Treatment, and Assessment Sanction and Revocation Center programs.

2.3 . Dental services consisting of dental evaluations and triaged treatment plans will be performed under the current State contracted provider, or successor.

2.4 . The services of appropriate specialists may be engaged, if dentally indicated, and only if authorized by the State.

2.5 . Services will be provided on-site at the Passages facility on days, and for a number of hours, mutually agreed upon by State and Alternatives. Services may not exceed two (2) hours per week.

2.6 . Alternative's is responsible for ensuring proper use of the chair by Alternative's staff.

3. LIAISONS AND NOTICE

3.1 MOU Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Alternatives shall designate a liaison that will provide the single point of contact for management and coordination of Alternatives' work. All work performed under this MOU must be coordinated between State's liaison and Alternatives' liaison.

Todd Boese is State's liaison
5 S. Last Chance Gulch
Helena, MT 59601
(406) 444-4761
Todd.Boese@mt.gov

David Armstrong is Alternatives' liaison
1001 South 27th Street
Billings, MT 59101
(406) 657-5316
darmstrong@altinc.net

3.2 Notifications. State's liaison and Alternatives' liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

4. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

5. TERMINATION AND DEFAULT

5.1 . State may, by written notice to Alternatives, terminate this MOU in whole or in part at any time Alternatives fails to perform as required in this MOU.

5.2 . Alternatives may, by written notice to State, terminate this MOU in whole or in part at any time State fails to perform as required in this MOU.

5.3 . Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

6. INTEGRATION

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

7. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal, and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.

8. COMPLIANCE WITH LAWS

8.1 Applicable Laws. Parties shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Parties are the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Parties will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final

rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. Parties are referred to § 45-5-501, MCA. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Parties are referred to § 45-5-501, MCA. Any subletting or subcontracting by Parties subjects' subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Parties agree that the hiring of persons to perform this work will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

8.2 Affordable Care Act. The Affordable Care Act requires Parties, if Parties are an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

9. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Alternatives shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Alternative's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this MOU, except with respect to the negligence of the State.

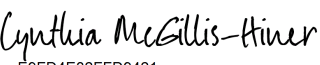
Alternatives waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Alternatives on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this MOU.


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SIGNATURE

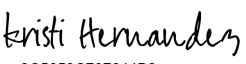
**STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

**Alternatives, Inc
1001 South 27th Street
Billings, MT 59101**


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 6/1/2022
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Cynthia McGillis-Hiner Date
Acting Director
Health Services Bureau

DocuSigned by:
 6/1/2022
542DAF2414724F4...
David Armstrong Date
Passages Administrator

Approved as to Form by:

DocuSigned by:
 5/25/2022
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Kristi L. Hernandez Date
Contracts Officer
Financial Services Bureau

Approved as to Legal Content by:

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 5/25/2022
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Molenda McCarty Date
Legal Counsel
Legal Services Bureau